

**VOLUNTARY CLEANUP CONTRACT  
10-5920-NRP**

**IN THE MATTER OF  
BESCO, INC. SITE, CHARLESTON COUNTY  
AND  
L A PROPERTIES, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and L A Properties, LLC with respect to the Property located at 2490 Debonair Street, North Charleston, South Carolina. The Property includes approximately 2-acres identified by Tax Map Serial Number 466-08-00-269 that is within the Windsor Hills Enterprise Community. In entering this Contract, the Department relies on the representations of the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 23, 2010, by L A Properties, LLC, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 through 760 (Supp. 2008); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq., and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

**DEFINITIONS**

1. Unless otherwise expressly provided in this Contract, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 through 760 (Supp. 2008), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq., the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq., or

the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

- A. "LAProp" means L A Properties, LLC.
- B. "Beneficiaries" means LAProp's Non-Responsible Party lenders, parents, managers, members, employees, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any contamination including pollutants or contaminants, petroleum or petroleum products, or hazardous substances present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of LAProp. The Property is bounded on three sides by residential development with Hackemann Avenue to the north, Beacon Street to the east, and Arbutus Avenue to the south. Meeting Street Road is to the west with mixed-use residential, commercial, and light industrial.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause contamination upon release to the environment.
- I. "Waste Materials" means any contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

2. Based on the information known by the Department, the following are asserted for this Contract:

- A. Owners and Operators: The historical owners and operators of the Property are as follows:

Meri and James Sottile	1967
Edisto Lands	2/26/1969 – 5/11/1979
General Electric Company	5/11/1968 – 5/10/1990
Excel Apparatus Service	5/10/1990 – 8/12/1997
BESCO Machine Shops (BESCO Industrial Machinery, BESCO, Inc. BESCO Engineering)	9/12/1997 – Current

- B. Property and Surrounding Areas:

During the 1940s through the early 1960s the Property was residential land. Historical records indicate that an industrial machine and/or electrical repair facility operated on this Property since the middle 1960s. The 2-acre parcel is developed with a 10,000 square foot industrial warehouse with 4 front offices, 2 bridge cranes,

2 very large overhead doors, a welding station, a tool room, a compressor room, and a designated chemical storage area. Four 55-gallon drums, one 35-gallon drum, multiple 5-gallon buckets, and numerous small volume paint cans are staged. Labels indicate that the contents of the drums are marine hydraulic oil, degreaser and/or a rust preventative solvent. One drum exhibits signs of significant corrosion and heavy staining. There are two above ground storage tanks inside the warehouse. One approximately 500-gallon tank appears to contain diesel fuel and the second tank is in a recessed concrete pit covered by a metal grate. Standing liquid is visible within the tank pit. Metal and wooden debris is also located on the Property. An area approximately 600 square foot on the western portion of the Property exhibits stressed/dead vegetation.

The General Electric Co (GE) handled various hazardous solvents and degreasers and the company is listed in the Resource Conservation and Recovery Act (RCRA) database. Its EPA identification number was SCD030092373 and its underground storage tank UST Permit was #01864. The 500-gallon varnish (hazardous substance) UST was reportedly removed from the ground in January 1989. GE's service shop rebuilt (recoiled) electric motors. Its operations included steam cleaning. From 1968 to 1977, wastewater from the steam cleaning operations discharged into the north-south trending drainage ditch running along the eastern property boundary. In 1977, the steam cleaning operations were moved to a concrete pad at the southeast corner of the building. Wastewater was discharged into an oil water separator (OWS), which was a prefabricated concrete box. The oil phase of the waste was collected in an adjacent underground concrete storage tank and the water phase was piped through a drain line and emptied into the south-draining ditch. The steam cleaning operations were moved to inside an addition to the original building around 1982. The wastewater then discharged to a 2000-gallon tank located in the recessed concrete pit. At that time the OWS and adjacent storage tank were reportedly filled with soil and paved over. A hazardous waste storage area was initially located adjacent to the east side of the building but was moved to the south property line away from the building. Transformer oils (10c and

pyranol) were also present on the Property.

UST Permit #01636 was listed for Excel Apparatus Services. A 1,000-gallon UST for xylene (mixed isomers, hazardous substances) was registered and removed from the ground in September 1996.

BESCO, Inc. operated a turbine repair and machine shop on the Property. The Property has been vacant for approximately two years. Sale of the Property is the result of a foreclosure action.

#### C. Investigations / Reports

As far back as 1981, soil and groundwater quality has been evaluated on the Property and the results reported in various documents. *Report of Phase IV Environmental Assessment for the G.E. Charleston Service Shop*, dated August 1986 was prepared by Law Environmental Services and encompasses a summary of the previous investigations and results.

The referenced Phase IV investigation was conducted to delineate the horizontal and vertical extent of polychlorinated biphenyl (PCB) contamination in soil. At thirteen locations surface soil samples were collected from 0 to 6 inches and subsurface soil samples were also collected. One sediment sample was collected from the culvert at the southern end of the drainage ditch. Thirty-six samples were collected and analyzed. The conclusion was that the area of PCB contaminated soil is to the east of the shop building and not greater than 21 inches. PCBs were detected in surface soil samples at concentrations greater than the current EPA Regional Screening Level (RSL) for Industrial Soil.

In July 1988, LAW prepared a *Remedial Action Work Plan General Electric Service Shop* for GE. In that Work Plan, the preferred remedial action was stated as "removal to disposal". Excavation was proposed to a depth of nine (9) inches in an area directly east of the building and within the middle to southern portion of the

drainage ditch; excavation was proposed to a depth of twenty-one (21) inches in the area of the OWS and adjacent tank. The cleanup standard of 25 milligrams per kilogram (mg/kg) was proposed. The volume of soil to be removed was estimated to be 215 cubic yards. Approximately twenty (20) confirmatory samples were proposed. There are no records indicating that the Work Plan was implemented.

In 2008, four groundwater monitoring wells were reportedly installed on the Property. No analytical data from these wells has been submitted to the Department. Groundwater is presumed to flow westward toward the Ashley River. It is also presumed that these wells were installed during a pre-buy investigation.

*A Report of Phase I Environmental Site Assessment for Former BESCO Facility (TMS #466-08-00-269) dated June 22, 2010, was prepared by J.N. Pease Environmental Group and submitted in support of this Non-Responsible Party Application for Voluntary Cleanup Contract.*

D. Party Identification: LAProp is a South Carolina limited liability company with its principal place of business located at 138 Broad Street, Unit D, Charleston, South Carolina 29401. LAProp affirms that it has the financial resources to conduct the response action pursuant to this Contract.

E. Proposed Redevelopment: LAProp will acquire the Property and intends to rehabilitate the existing building and grounds and market the Property for industrial reuse. The Property is within the Windsor Hills Enterprise Community.

#### BONA FIDE PROSPECTIVE PURCHASER STATUS

3. LAProp certifies that it is a Non-Responsible Party at the Site and is eligible to be a Bona Fide Prospective Purchaser for the Property.

#### RESPONSE ACTION

4. LAProp agrees to conduct the response actions specified in the sub-paragraphs below.

An initial Work Plan shall be submitted by LAProp, or its designee, within thirty days of the execution date of this Contract, or later date if approved by the Department's project manager, setting forth methods and schedules for response actions detailed herein. LAProp acknowledges that the response actions may find distributions of existing contamination requiring additional assessment or corrective actions on the Property that cannot be anticipated with this Contract. LAProp agrees to perform the additional response actions consistent with the intended uses of the Property under the purview of this Contract; however, LAProp may seek an amendment of this Contract to clarify its further responsibilities. LAProp shall perform all response actions required by this Contract, and any related actions of LAProp's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes and permitting requirements (e.g., stormwater management and waste disposal regulations). LAProp shall identify and obtain the applicable permits before beginning any action.
- 2). The Work Plan and all associated reports shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 3). The Work Plan(s) shall provide sufficient information about the proposed sampling points, collection methods, analytical methods, and other pertinent details of the response actions.
  - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
  - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards and Regulations-R.61-71. The Work Plan shall provide sufficient detail to support issuance of the well approvals.
  - c). The laboratory analyses shall be as required in the media-specific subparagraphs below, but may include: 1) the full EPA-TAL (Target Analyte

List); 2) the full EPA-TCL (Target Compound List); 3) the TAL-Metals (EPA-TAL without Cyanide); 4) SVOCs (EPA-TCL Semi-Volatile Organics); 5) VOCs (EPA-TCL Volatile Organic Compounds); 6) Pesticides (the EPA-TCL Pesticides) or 7) PCBs (Polychlorinated Biphenyls).

- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The Protection of Groundwater SSL (Soil Screening Level) for a compound shall be the "MCL-Based SSL" if listed.
- 4). The Work Plan shall include the names, addresses, and telephone numbers of LAProp's consulting firm(s), analytical laboratories, and LAProp's contact person for matters relating to this Contract.
  - a). The analytical laboratory shall possess applicable Certification, as per South Carolina R.61-81, for the test methods to be used during this assessment.
  - b). LAProp shall notify the Department in writing of changes in the contractor or laboratory.
- 5). The Department will notify LAProp in writing of approvals or deficiencies in the Work Plan.
- 6). LAProp, or its designee, shall respond in writing within thirty days to the Department's comments with regards to deficiencies.
- 7). LAProp shall implement the Work Plan upon written approval from the Department.
- 8). LAProp shall inform the Department at least five (5) working days in advance of all field activities, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 9). LAProp shall preserve items that may: 1) provide evidence of a Potentially Responsible Party's involvement at the site; 2) lead to the discovery of other areas of contamination; or 3) contain environmental information. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. LAProp shall notify the Department of the location of any such items,



and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

**B. Assess Waste Materials and Segregated Sources:**

- 1). LAProp shall assess Waste Materials and Segregated Sources to include the drums, tanks, and containers identified above and to include any other Waste Materials and Segregated Sources upon their discovery on the Property at any time during assessment, corrective action, or development activities.
- 2). LAProp's assessment shall include characterization of the contaminant concentrations, and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable.
- 3). LAProp shall expeditiously stabilize or remove from the Property any Segregated Source that has not yet released all contents to the environment to include those items identified above and all others upon discovery.
- 4). LAProp shall notify the Department if a release of contamination occurs as a result of its assessment, stabilization or removal actions. LAProp shall assess the impact of the release and take necessary action in accordance with a Department approved plan.
- 5). LAProp shall perform integrity tests on both ASTs to confirm their usefulness. Based on those results, LAProp shall either empty and remove the AST(s) or repair the tank(s). LAProp shall also remove any free-standing liquid from the recessed concrete pit and perform an integrity test on the recessed concrete pit to determine whether new containment would be necessary should the unit be used in future.

**C. Assess soil quality across the Property:**

- 1). LAProp shall collect and analyze a minimum of five soil samples from five locations on the Property. LAProp shall collect surface soil samples from native soil in the 0-1 foot below ground surface, which depth begins beneath the asphalt and gravel soil cover. Subsurface samples are to be collected directly above the watertable. The locations are as follows:

- a). At the hazardous waste/chemical storage area – surface soil sample;
  - b). At one location in the vicinity of the LAW 1986 sampling points designated as No. 104 and No. 106 – surface soil samples;
  - c). At the oil-water separator – subsurface soil sample;
  - d). Where the overflow drain empties into the north-south trending ditch on the eastern property boundary – surface soil sample;
  - e). At the approximately 600 square foot area on the western portion of the Property that exhibits stressed/dead vegetation – surface soil sample.
- 2). The surface soil samples shall be analyzed for TAL-Metals, SVOCs, and PCBs. The subsurface samples shall be analyzed for TAL-Metals, VOCs, SVOCs and PCBs. A minimum of one surface and one subsurface sample from a probable impacted area shall be analyzed for the full EPA – TAL and EPA – TCL.
  - 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

D. Assess groundwater quality:

- 1). LAProp shall determine groundwater quality and the direction of groundwater flow. Assessment shall include samples from the four existing permanent monitoring wells. LAProp shall determine the integrity of each well prior to purging and collecting a groundwater sample. Specific locations shall be as follows:
  - a). At the hazardous waste/chemical storage area;
  - b). At the former OWS;
  - c). In the vicinity of soil sampling locations designated by LAW as No. 104; and
  - d). In vicinity of soil sampling location designated by LAW as No. 111 at the north-south trending ditch on the eastern Property boundary.
- 2). Samples from all monitoring wells shall be analyzed for TAL - Metals, for TAL - VOCs and SVOCs, and for PCBs/Chlorinated Pesticides. In addition, the groundwater sample from one downgradient well shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to standards in the South

Carolina State Primary Drinking Water Regulations, R.61-58, and to the Regional Screening Tables values for "Tapwater", if not specified in R.61-58.

E. Evaluate and control potential impacts to indoor air:

- 1). LARop shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction on the Property.
- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample may be required for every 1000 square feet of building footprint potentially subject to Vapor Intrusion. However, sample locations should target those enclosed areas of the building where vapors could accumulate, such as offices, washrooms, etc. One sampling event shall be in the winter. Each sampling event shall include collection of four indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a  $10^{-6}$  risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow LARop to implement Vapor Intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). LARop shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be

implemented if the measured indoor air concentration exceeds a  $10^{-6}$  risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

F. Institute reasonable contamination control measures:

- 1). LAProp shall take reasonable measures to limit or prevent human exposure to existing contamination on the Property:
  - a). Measures shall be required for Waste Materials and contaminated media with concentrations in excess of appropriate human-health and ecological risk-based exposure standards via plausibly complete routes of exposure. The measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the contamination.
    - i. The measures shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
    - ii. LAProp shall provide appropriate documentation to demonstrate satisfactory completion of the control measures for Department review and approval prior to obtaining a Certificate of Completion.
- 2). LAProp shall remove from the Property any Segregated Sources of contamination that have not yet released all contents to the environment.
  - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
  - b). LAProp shall document the characterization and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.

G. Monitor and/or abandon the monitoring wells:

- 1). LAProp shall implement a short-term groundwater-monitoring program if

required by the Department not to exceed two times per year for a duration not to exceed five years. Analysis of the groundwater samples will be limited to the previously detected parameters and their degradation parameters. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to contamination.

- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). LAProp shall either agree in writing to maintain the integrity and security of the monitoring wells or abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

#### HEALTH AND SAFETY PLAN

5. LAProp shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. LAProp agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by LAProp.

#### PUBLIC PARTICIPATION

6. LAProp and the Department will encourage public participation to implement this Contract as follows:
  - A. The Department will seek public comment and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. statutes upon signature of this Contract by LAProp.
  - B. LAProp shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected within one day of the Department's public announcement about the Contract in a newspaper of general

circulation in the community.

- 1). The sign will state "Voluntary Cleanup Project by LAProp under Voluntary Cleanup Contract 10-5920-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of LAProp. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the site without intruding onto the Property.
- 3). LAProp shall submit photographs of the sign and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). LAProp agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). LAProp shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, LAProp shall restore the sign within two days to its original location, or other publicly accessible location upon notice to the Department.

#### PROGRESS UPDATES

7. LAProp shall submit periodic written updates to the Department's project manager until such time as all activities are complete pursuant to this Contract. The first update shall be due within ninety days of the execution date of this Contract and semi-annually thereafter.
  - A. The updates may be in summary letter format, but should include information about:
    - 1). The actions taken under this Contract during the previous reporting period;

- 2). Actions scheduled to be taken in the next reporting period;
  - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
  - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
- B. The Department's project manager may allow an extended schedule between updates based on site-specific conditions.

#### SCHEDULE

8. LAProp shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances dictate a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. LAProp shall implement the interim measures in accordance with a Department-approved plan.

#### DECLARATION OF COVENANTS AND RESTRICTIONS

9. LAProp or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Covenant) for the Property that prohibits residential use because LAProp has proposed industrial reuse of this Property and this assessment is not designed to meet the requirements for unrestricted use. The recorded Covenant shall be incorporated into this contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Covenant prior to providing it to LAProp. An authorized representative of LAProp or its Beneficiaries shall sign the Covenant within ten days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. LAProp or its Beneficiaries shall file the executed Covenant with the Registrar of Deeds for the county where the Property is located.

C. LAProp or its Beneficiaries shall provide a copy of the recorded Covenant to the Department within sixty days of the Department's execution. The copy shall show the date and Book and Page number where the Covenant has been recorded.

D. The Covenant shall reserve a right of entry and inspection for LAProp or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.

E. LAProp or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Covenant to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.

F. The Department may amend the Covenant in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Site change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Covenant shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

10. All correspondence required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of



correspondence shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail; 2) Certified or Registered Mail; 3) Commercial delivery service company; or, 4) hand delivery to the other party.

- A. All correspondence to the Department including two hardcopies of all Work Plans and reports, and one hardcopy of the Health and Safety Plan should be submitted to:

Jo Cherie Overcash  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

- B. L A Prop's designated contact person as of the effective date of this contract shall be:

Charles Masencup  
L A Properties, LLC  
138 Broad Street Unit D  
Charleston, South Carolina 29401

#### FINANCIAL REIMBURSEMENT

11. L A Prop or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs, not to exceed forty-eight dollars per hour (\$48.00), of activities specific to this Contract as provided by S.C. statutes. The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereof, and may include costs incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to L A Prop on a quarterly basis. All costs are payable within thirty days of the Department's invoice submitted to:

12.

Charles Masencup

L A Properties, LLC

138 Broad Street, Unit D

Charleston, South Carolina 29401

#### ACCESS TO THE PROPERTY

13. L A Prop agrees the Department has an irrevocable right of access to the Property after L A Prop acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

#### CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

14. A Certificate of Completion will be issued on the Property as follows:

A. L A Prop shall request a Certificate of Completion after the response actions are completed and any required Covenants are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

B. The Department will issue the Certificate of Completion with its covenant not to sue upon determining that L A Prop has successfully and completely complied with the Contract.

C. The Department may issue a Provisional Certificate of Completion if the substantive response actions are complete but all activities on the Property cannot be completed due to site-specific circumstances.

1). A Provisional Certificate of Completion will include specific performance standards that L A Prop or its Beneficiaries shall continue to meet.

- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if LAProp or its Beneficiaries do not satisfactorily complete the requirements of the Contract.

#### ECONOMIC BENEFITS REPORTING

15. LAProp or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two years after the execution date of this Contract, and annually until two years after redevelopment of the Property is complete. LAProp shall summarize the new operations at the Property, the number of jobs created, the amount of increase to the tax base, and the total amount invested in the site for property acquisition and capital improvements.

#### INUREMENT OF CONTRACT OBLIGATIONS AND PROTECTIONS

16. The terms and conditions of this Contract apply to and inure to the benefit of the Department, LAProp, and its Beneficiaries. The following stipulations apply to ensure the transition of all responsibilities and benefits to successive Beneficiaries for any portion of the Property:

- A. LAProp or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. LAProp and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, LAProp or its Beneficiaries shall seek approval from the Department prior to transferring the protections and

obligations of this Contract to a new individual or entity. The protections shall not inure to an individual or entity without the Department's approval. The Department shall not unreasonably withhold its approval upon receipt of documentation from the new individual or entity showing it:

- 1). Is eligible to be a Bona Fide Prospective Purchaser for the Property;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Covenant or other ongoing obligation pursuant to this Contract, LAProp or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract, and that it will assume the protections and ongoing obligations of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential use provided the Covenant is recorded on the master deed for the residential development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Covenant or other continued obligation pursuant to this Contract, no notification is required.

## CONTRACT TERMINATION

17. LAProp, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party.

Termination shall be subject to the following:

A. The Department may terminate this Contract only for cause and shall provide opportunity for LAProp or its Beneficiaries to correct causes of termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms of this Contract;
- 2). Change in LAProp's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of LAProp or its Beneficiaries to implement appropriate response actions for additional contamination or releases caused by LAProp or its Beneficiaries, or
- 5). Providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by LAProp or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this contract; or,
- 7). Failure by LAProp or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of LAProp's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should LAProp or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards created by LAProp or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment that did not exist before

the response actions identified in this Contract.

- C. Termination of this Contract by any party does not end the obligations of LAProp or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract prior to the date that any such termination takes effect. Payment for such costs shall become immediately due.
- D. The protections provided to LAProp or its Beneficiaries shall be null and void as to any party who willfully or intentionally participated in actions giving rise to termination of the Contract. This shall apply to that party's lenders, parents, subsidiaries, members, managers, employees, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party. The protections will continue for any other covered party who did not willfully or intentionally participate in the action giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

18. LAProp and its Beneficiaries are entitled to the protections and benefits provided by S.C. statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
  - 1). Protection from CERCLA contribution claims.
  - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
  - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.
- B. Effective on the date the Certificate of Completion is issued by the Department:
  - 1). The Department's covenant not to sue LAProp and its Beneficiaries for Existing Contamination except for releases and consequences caused by LAProp or its Beneficiaries.
  - 2). Specific tax credits or additional benefits expressly contingent in S.C. statutes

on issuance of the Certificate of Completion.

- C. These Protections and Benefits do not apply to any contamination, releases, and consequences caused by LAProp and its Beneficiaries. The Department retains all rights under State and Federal laws to compel LAProp and its Beneficiaries to perform or pay for response activity for contamination, releases and consequences created by LAProp or its Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

19. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than LAProp and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than LAProp and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY LAPROP

20. LAProp retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. LAProp and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for contamination, releases, and consequences they cause or contribute to the Site. However, LAProp and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

21. LAProp and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered contamination is not attributable to LAProp or its Beneficiaries. LAProp and its Beneficiaries shall make this demonstration to the Department's

satisfaction in accordance with State or Federal Law applicable to such newly discovered contamination. For purposes of this clause, newly discovered contamination means finding types of contamination not previously identified at the Site or substantially higher concentrations of Existing Contamination.

**LIMITATION OF CLAIMS BY LAPROP AND ITS BENEFICIARIES**

22. In consideration of the protections from the Department, LAProp and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions, or the Department's willful violation of the terms of this agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**



SIGNATORS

23. The signatories below hereby represent that they are authorized to and do enter into this contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL  
CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste Management


DATE:

\_\_\_\_\_  
Approved by Office of General Counsel

**L A PROPERTIES, LLC**

BY:

DATE:

\_\_\_\_\_  


\_\_\_\_\_  
8/19/10

\_\_\_\_\_  
Charles Masencup, Owner

## APPENDIX A



## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)  
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name L A Properties, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

Charles Masencup	Owner	charlie_masencup@yahoo.com
Name	Title	Email
138 Broad Street, Unit D	843-408-1400	
Address	Phone1	Phone2
Charleston	SC	29401
City	State	Zip

##### b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

#### 5. Physical Location of Applicant's Headquarters

138 Broad Street

D

Street address

Suite Number

Charleston

SC

29401

City

State

Zip

RECEIVED

JUN 23 2010

#### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

SITE ASSESSMENT,  
REMEDICATION &  
REVITALIZATION

#### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Charles Masencup - 100%	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

#### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

## II. Property Information

### 9. Location

a. Physical Address 2490 Debonair Street, Charleston, SC 29405

b. County Charleston

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of City of North Charleston, SC  
(town/city)

### 10. List any Companies or Site names by which the Property is known

General Electric Company

Besco, Inc.

Excel Apparatus Services, Inc.

### 11. Total Size of Property Covered by this Contract 2.0 Acres

### 12. How many parcels comprise the Property? 1 TMS number; formerly multiple lots.

### 13. Current Zoning (general description)

M - 2; Heavy Industrial District.

### 14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

1 approximately 3,000 gallon tank recessed in a concrete containment pit. Contents unknown. Anticipate having tank purged and if the integrity is determined sound, retain the tank for optional use by future tenant(s).

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 4660800269  
b. Acreage 2.0  
c. Current Owner Besco, Inc.  
d. Owner Mailing Address 6555 Trade Center Drive  
Jacksonville, FL 32254  
e. Contact Person for Access Brian Dowling  
f. Access Person's Phone # 904-783-4504  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☒ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 2008  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

Intended rehabilitation of the existing building and grounds to a usable state for ultimate lease to a suitable business. At this time, it is impossible to predict the economic impact as my company will be leasing the grounds to an unidentified 3rd party. However; looking at the site, it is likely that at one time the facility supported 20 or so jobs split 5 management and office staff, and 15 line positions. The building has 4 front offices and a supervisor's office, a conference room, a break room, and a locker room. There is a large manufacturing area featuring 2 bridge cranes, 2 very large overhead doors, a welding station, a tool room, a separate compressor room, and a designated chemical storage area.

Although there are many potential uses for the site, the building is designed for and the land zoned for heavy industry - which would seem to be the highest and best use of the site in this location - proximate to the ship yards and other heavy industry in the area.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☐ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.  
Not known at this time.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number Unknown  
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown

20. a. Will there be Intangible benefits from this redevelopment such as:  
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☐ Creation / Preservation of Green Space on the Property  
☐ Deconstruction/ Recycling of demolition or building debris  
☒ Other renewal of property located in an enterprise community

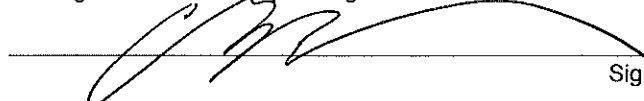
- b. Please Describe:

Site is in an economically blighted area and has been abandoned for approximately two years. Hope to bring the location back to a usable state and find a business tenant that will help to bring renewed prosperity to the immediate area.

21. Anticipated date of closing or acquiring title to the property 8 / 16 / 2010

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

  
Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

Volkmar Consulting Services, LLC (and J. N. Pease Environmental Group, LLC)

Company

250 Montague Plantation Road      Goose Creek      SC      29445

Address      City      State      Zip

Thomas Volkmar      PE # 27827      843-693-2221      tom@volkmarconsult

Project Contact1      S.C PE/PG Reg. #      Phone1      Phone 2      email

Jay Pease      n/a (REM #10923)      843-345-4756      jpegllc@comcast

Project Contact 2      S.C PE/PG Reg. #      Phone1      Phone 2      email

24. Legal Counsel (Optional)

Firm

Attorney

Phone1

Phone 2

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by J. N. Pease Environmental Group, LLC

(Name of Environmental Firm)

☐ Older report updated in the past six months by \_\_\_\_\_

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on: \_\_\_\_\_

(Site Name)

☒ The Following reports are attached:

Report Date

Report Name

Environmental Firm

June 22, 2010

Phase I Environmental Site Assessment

J.N. Pease Environmental Group, LLC

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☒ Enclosed with this Application as an Attachment

☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

## Exhibit A

ALL that piece, parcel or tract of land, with the buildings and improvements thereon, containing 2.00 acres, situate, lying and being in Windsor Subdivision, St. Phillip's and St. Michael's Parish, Charleston County, State of South Carolina, and being more clearly shown and delineated on a plat thereof bearing legend, "Plat of existing Lots H through M, Block 11, A through F, Block 4 and Block 12, about to be conveyed to General Electric Company and situate in Windsor, Charleston County, S.C.", by Joel P. Porcher, dated April 9, 1979, which said plat is recorded in Plat Book R, Page 149, RMC Office for Charleston County, South Carolina, reference to which said plat is hereby craved for a more full and complete description.

MEASURING AND CONTAINING and BUTTING AND BOUNDING as follows: For a point of beginning commence at the intersection of the south right-of-way line of Hackermann Avenue and the West right-of-way line of Debonair Street, and from said point of intersection going thence South  $24^{\circ}44'54''$  E a distance of 100.02 feet along Debonair Street to a point; thence from said point turning and going thence N $66^{\circ}02'46''$  E a distance of 40.36 feet along Debonair Street to a point; thence from said point N $65^{\circ}05'08''$  E a distance of 309.17 along Lots A through G, inclusive, Block 11, and Colman Street to a point; thence from said point turning and going thence S $24^{\circ}54'57''$  E a distance of 195.55 feet along lands now or formerly of Julia M. Pritchard and Harold I. Sherman to a point; thence from said point turning and going thence S $72^{\circ}25'09''$  W a distance of 450.92 feet along sundry lots in Union Heights Subdivision to a point; thence from said point turning and going thence N $30^{\circ}12'10''$  W a distance of 240.00 feet along lands now or formerly of Albert C. Kaufman and Julius M. Sucker to a point; thence from said point turning and going thence N $65^{\circ}13'22''$  E a distance of 120.11 feet along Hackermann Avenue to a point, being the point of beginning.

Being the same property conveyed by Deed from Excel Apparatus Services, Inc. to Bosco, Inc., dated September 11, 1997 and recorded in Deed Book V289, Page 363, RMC Office of Charleston County, South Carolina.

# 5132848\_v10





CHARLESTON COUNTY, S C

1.	T. M. No. 466	B	D	LOT	269	GEOGRAPHICAL AREA	NORTH CHARLESTON	TAX DISTRICT NO.	4-3
2.	TITLE OF OWNERSHIP				DATE OF MO DAY YR	DEED BOOK	DEED PAGE	INDICATED PURCHASE PRICE	MAKING ADJUST
3.	SOTTILE, Meri C. and James F., Trustees U/A				12-14-67	H89	208	20,000	
4.	EDISTO LANDS, INC.				2-26-69	B92	297	85,020	
5.	GENERAL ELECTRIC COMPANY				5-11-79	D119	10	165,000	
6.	EXCEL APPARATUS SERVICES, INC.				5-10-90	C193	013	315,000	
7.	BESCO, INC.				9-12-97	V289	363	260,000	
8.									
9.									
10.	PROPERTY LOCATION				SUBDIVISION: WINDSOR				
11.	Lot	OVER	Block	Map	Parcel No.	Over			
12.	ACREAGE: High Land 2.00				ACREAGE TAKEN FROM: DEED 1, PLAT 1, COMPUTATIONS 147				
13.	MEASUREMENTS: Road Frontage 349.3 x 195.6 x 437.9 x 240				1201 x 100				
14.	PLATS RECORDED IN C-170				COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER				
15.	LTS A F BLK 4 LTS H N BLK 11 BLK 12 WINDSOR								
16.	YEAR ASSESSMENT FOR: 1970				COMPUTERIZED				
17.	LAND ASSESSMENT \$ 565				JUL 6 1990				
18.	BUILDING ASSESSMENT \$ 5050				9-18-97				
19.	TOTAL ASSESSMENT \$ 5625				COMPUTERIZED				
20.	NUMBER OF BUILDINGS 1				4-16-96 BL				
21.	TOTAL APPRAISED VALUE \$				VERIFIED				
22.	BUILDING PERMIT ISSUING AUTHORITY				ESTIMATED COST AS TAKEN FROM PERMIT				
23.					1993-98 TAX MAP CODE				
24.					TMS 237C BLOCK 12 LOT 1-6				
25.					"X" IN LAST COLUMN SEE REVERSE SIDE FOR ADDITIONAL REMARKS				

Re: 2490 Debonair

Prior owners and addresses:

1) Owned the site from 2-26-1969 until 5-11-1979

Edisto Lands, Inc.

According to the Secretary of State, this company was dissolved in 1985:

### Corporation History Records

CODE	FILE DATE	COMMENT	Document
Dissolution	11/02/1985	DISS BY FOR #2	Film
Incorporation	04/19/1957	ART	Film

2) Owned and operated site from 5-11-1979 until 5-10-1990:

General Electric Company

One River Road, #23

Schenectady, NY 12345-6000

Phone: 518-385-2211

Fax: 518-381-6791

3) Owned and operated site from 5-10-1990 until 9-12-1997:

Excel Apparatus Services, Inc.

1865 Avenue B North, Building 177

North Charleston, SC 29405

**843-747-7644 Local**

**843-747-0137 Fax**

4) Owned and operated site from 9-12-1997; closed operations in approximately 2008 and is still listed as the current owner – losing the property to foreclosure:

Besco, Inc.

6555 Trade Center Drive

Jacksonville, FL 32254

Phone: 904-783-4504